

MASTER MEMORANDUM OF UNDERSTANDING
between
Bat Conservation International, Inc.
and the
United States Department of Agriculture
Forest Service

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Bat Conservation International, Inc. (BCI) and the United States Department of Agriculture, FOREST SERVICE ("FOREST SERVICE").

I. AUTHORITY

Under the provisions of the by-laws and other governing documents for BCI, and under the provisions of the following for the FOREST SERVICE: P. L. 86-517, Multiple-Use, Sustained-Yield Act (16 U.S.C. 1600 et seq.), P. L. 95-307, Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1641 et seq.), National Agricultural Research, Extension and Teaching Act of 1977, as amended by The Food Security Act of 1985 (7 U.S.C. 3318), Granger-Thye Act of April 24, 1950 (16 U.S.C. 572) Section 5., and Cooperative Forestry Assistance Act of 1978 as amended (16 U.S.C. 2101-2114, P. L. 95-9-313, The International Forestry Cooperation Act of 1990 (16 U.S.C. 4501, P.L. 101-513) Endangered Species Act of 1973 (87 Stst. 884, as amended: 16 U.S.C. 1531), Federal Cave Resources Protection Act of 1988 (16 U.S.C. 4301-4309), P.L. 100-691, and Volunteers in the National Forest Act of 1972 (16 U.S.C. 558a-558d) P.L. 92-300. This Agreement is without prejudice to other existing or potential agreements between the FOREST SERVICE and BCI.

II. PURPOSE

The purpose of the MOU is to provide a framework for cooperation and coordination between BCI and the FOREST SERVICE in achievement of the mutual goals. Cooperation and coordination may involve a wide range of activities, including, but not limited to, the following: conducting assessments, inventory, research, monitoring, protection, restoration and other activities necessary to conserve and restore bats and their habitats and ecosystems. The framework for cooperation and coordination is especially needed for restoration and conservation of threatened, endangered and sensitive bat species.

III. STATEMENT OF MUTUAL INTEREST AND BENEFIT.

Both BCI and the FOREST SERVICE have responsibilities and interests in the conservation, and management of bats and their habitats and associated ecosystems.

The FOREST SERVICE is a natural resource agency dedicated to the sustained management of the Nation's natural resources, service to people, and through Federal law and regulations of the Secretary of Agriculture has major responsibility for conserving biodiversity through the management of fish, wildlife, and plant habitats, including providing special protection for threatened, endangered, and sensitive/rare plant and animal species. The FOREST SERVICE

accomplishes much of this work by initiating and developing cooperative relationships and effective partnerships through its National Forest System, Research and Development, International Programs, and State and Private Forestry branches.

Bat Conservation International's mission is to protect and restore bats and their habitats worldwide by teaching people to understand and value bats as essential components of ecosystems providing valuable ecological services. BCI advocates protecting critical bat habitats; advancing scientific knowledge about bats, their conservation needs, and the needs of the ecosystems that rely upon them; and facilitating non-confrontational approaches that help both bats and people.

Where appropriate, it is the desire of both parties to cooperate with each other, including exchange of personnel and other resources, in matters relating to the management and conservation of bats and the ecosystems that depend upon them through cooperative efforts including, but not limited to:

- A. Conducting inventories, assessments, and surveys of bats and their ecosystems;
- B. Identification of special management areas, (Research Natural Areas and Special Interest Areas, for example);
- C. Production of grants and agreements, reports, abstracts and other materials;
- D. Conducting research to identify factors influencing bat populations;
- E. Providing input to natural resource planning, project development, and implementation efforts.
- F. Terrestrial and aquatic bat habitat improvement, restoration, or maintenance;
- G. Mitigation, restoration and rehabilitation activities;
- H. Demonstration of innovative management practices associated with sustainable forestry and the protection of plant and animal diversity, recreation, and Ecotourism values through prevention and control of species invasions, use of techniques such as prescribed fire, grazing, forest thinning, and herbicide application, and facilitation of international conservation of forests, parks, watersheds and protected areas;
- I. Monitoring and evaluation of bat habitats and populations;
- J. Assistance to and partnerships with foreign, state and tribal governments, private landowners, communities, and other non-governmental organizations;
- K. Development of interpretive programs and displays;
- L. Community-based outreach, training, education and partnerships.

IV. BAT CONSERVATION INTERNATIONAL SHALL

- A. Cooperate with the FOREST SERVICE in carrying out the projects and other collaboration which the parties thereto provide support.
- B. Provide the FOREST SERVICE with expertise for the implementation of agreed-upon inventory, monitoring, habitat projects, education, outreach, or research efforts; information regarding the status of bat populations; and assessment of progress of implementing mutual bat conservation objectives.
- C. Enter into specific agreements or contracts to accomplish agreed upon work projects.

- D. Meet annually or as required with representatives of the FOREST SERVICE to plan collaboration and negotiate guidelines for project proposals to meet the purposes of this MOU.
- E. As determined by specific agreement, provide support for the implementation of projects that further BCI's mission of conserving bats and their habitats.
- F. Inform the general public about bat and associated wildlife conservation projects conducted cooperatively with the FOREST SERVICE.
- G. Assist in the training of FOREST SERVICE personnel relative to bat conservation and management.

V. THE FOREST SERVICE SHALL

- A. Make National Forest System lands available for the furtherance of this partnership, subject to the National Environmental Protection Act and other applicable federal law, regulations, forest plans, and approval by the appropriate Forest Service official.
- B. Cooperate with BCI to identify, define and carry out programs and activities of the National Forest System, Research and Development, International Programs, and State and Private Forestry, including designing and conducting research; developing and implementing forest plans, watershed and other ecological assessments, and conducting local, and international projects, and restoring conserving and managing bats and their habitats.
- C. Conserve and manage bats and their habitats.
- D. Enter into specific agreements or contracts to accomplish agreed upon work projects.
- E. Meet annually or as needed with representatives of the BCI to develop collaborative strategic plans and discuss and reach agreement on guidelines for the project proposals to meet the purposes of this MOU.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION/TERMINATION.** This MOU takes effect upon the signature of the Department of Agriculture and Bat Conservation International, Inc. and shall remain in effect till September 30, 2007 from the date of execution. This MOU may be extended or amended upon written request of either the Department of Agriculture or Bat Conservation International, Inc. and the subsequent written concurrence of the other(s). Either the Department of Agriculture or Bat Conservation International, Inc. may terminate this MOU with a 60-day written notice to the other(s).



4. RESPONSIBILITIES OF PARTIES. The Department of Agriculture and Bat Conservation International, Inc. and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Contact	BCI Contact
Marc Bosch	Elaine Acker
TES Program Leader	Associate Executive Director
USDA Forest Service	Bat Conservation International, Inc.
WFWARP Staff, Stop Code 1121	
1400 Independence Avenue, SW	P.O. Box 162603
Washington, DC 20250-1121	Austin Texas 78716-2603
Phone: 202-205-1220	Phone: 512-327-9721
FAX: 202-205-1599	FAX: 512-327-9724
E-mail: mbosch@fs.fed.us	E-mail: eacker@batcon.org

6. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the Department of Agriculture or Bat Conservation International, Inc. to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and Bat Conservation International, Inc. will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

7. ESTABLISHMENT OF RESPONSIBILITY: This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

THE PARTIES HERETO have executed this instrument

Bat Conservation International, Inc.

USDA FOREST SERVICE

/s/ Merlin D. Tuttle 4/27/04
MERLIN D. TUTTLE **Date**
 President/Founder
 Bat Conservation International, Inc.

/s/ Tom L. Thompson (for) 4/27/04
DALE BOSWORTH **Date**
 Chief
 U.S. Department of Agriculture
 Forest Service

cc: Grants & Agreements/WO